

Appendix D. Subcontract Agreements

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (NEW 02/98)

AGREEMENT NUMBER 99-0174	AMENDMENT NUMBER
------------------------------------	------------------

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME
DEPARTMENT OF PESTICIDE REGULATION

CONTRACTOR'S NAME
DEPARTMENT OF HEALTH SERVICES

2. The term of this Agreement is: **AUGUST 1, 1999 THROUGH JUNE 30, 2000**

3. The maximum amount of this Agreement is: **60098.2** **Sixty Thousand Ninety-Eight Dollars and twenty cents**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A - Scope of Work	<u>10</u>	Pages(s)
Exhibit B - Budget Detail and Payment Provision	<u>2</u>	Pages(s)
* Exhibit C - General Terms and Conditions	<u>GIA 2/98</u>	<u>2/98</u>
	(Number)	(Dated)
Exhibit D - Special Terms and Conditions	<u>N/A</u>	Pages(s)
Exhibit E - Additional Provisions	<u>N/A</u>	Pages(s)

Approved by Secretary/CEO
Per memorandum dated
Oct. 28, 1994

**View at www.dgs.ca.gov/contracts*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) DEPARTMENT OF HEALTH SERVICES		DEPT. OF GENERAL SERVICES APPROVAL NOT REQUIRED PER CONTRACT EXEMPTION APPROVAL FILE NO. 74.1
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 2151 BERKELEY WAY BERKELEY CA 94704 STATE OF CALIFORNIA		
AGENCY NAME DEPARTMENT OF PESTICIDE REGULATION		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING JEAN WALKER, CONTRACTS MANAGER		
ADDRESS 830 K STREET, ROOM L-3 SACRAMENTO, CA 95814-3510		

☐ Exempt per

SCOPE OF WORK

1. This Agreement is entered into by and between the Department of Pesticide Regulation, (DPR), Environmental Monitoring and Pest Management, 830 K Street, Sacramento, CA 95814-3510 and the Department of Health Services, 2151 Berkeley Way, Berkeley, CA 94704.
2. The project coordinators during the term of this agreement will be:

Department of Pesticide Regulation
Attention Mr. Randy Segawa
830 K Street
Sacramento, CA 95814-3510
(916) 324-4137
FAX (916) 324-4088

Department of Health Services
Attention Dr. Stephen Wall
2151 Berkeley Way
Berkeley, CA 94704
(510) 540-3125

DEPARTMENT OF PESTICIDES REGULATION AND
DEPARTMENT OF HEALTH SERVICES
ENVIRONMENTAL HEALTH LABORATORY BRANCH
INTERAGENCY AGREEMENT FOR FY 1999/00

Exhibit A

Description of Services provided by the Environmental Health
Laboratory Branch to the Department of Pesticide Regulation

The Department of Health Services Environmental Health Laboratory Branch (EHLB or laboratory) shall provide the services listed below to the Department of Pesticide Regulation (DPR). The DPR coordinator will be notified in advance if similar services are performed for local air pollution control districts / air quality management districts. DPR will be notified in advance of the intent for EHLB to provide laboratory services to private industry which are similar to those services contemplated under this agreement.

EHLB shall provide 0.5 person years of laboratory services to DPR in accordance with the duties and conditions within the categories listed below under Section A, Routine Sample Analysis; Section B, Non-routine Specialized Methods Development; Section C, New Analytical Methods Development; Section D, Reporting Analytical Results; Section E, Training of DPR Staff; and Section F, Administration.

A. ROUTINE SAMPLE ANALYSIS

EHLB shall routinely provide the following laboratory services to the DPR for the analysis of samples collected by DPR staff. The standard DPR methods indicated will be used unless modified by formal DPR test protocol or an EHLB Method Resolution Request (see Attachment A) approved by the DPR.

Participation in field work by EHLB will not include trips which incur reimbursable travel expenses as defined under SAM 0700-0780, in accordance with the absence of a budgeted travel line item. Accordingly for test site locations requiring travel, EHLB will conduct training of DPR staff to perform those field duties required as part of the DPR analytical protocols for the methods listed below:

- Determination of methyl bromide air samples in accordance with DPR Method 39.0
- Determination of chloropicrin air samples in accordance with OSHA Tech Center Method
- Determination of telon air samples in accordance with OSHA modified NIOSH 1003
- Determination of methyl isothiocyanate in accordance with DPR modified Stauffer Method
- Determination of selected gas phase organic compounds collected with silica lined evacuated canisters using USEPA methods or other methods as agreed upon by the EHLB and the DPR staff.

Continuing quality control and quality assurance will be discussed by DPR and EHLB and will be outlined in a separate document.

B. NON-ROUTINE SPECIALIZED SAMPLE ANALYSIS

EHLB will provide selected specialized laboratory services on a non-routine basis as listed below. These specialized services will be preceded by a completed EHLB/DPR Request for the Analysis of Samples Form (see Attachment B). The chemical analysis request form will provide the basis for

determining the scope and feasibility of the analysis to be conducted. Sample analysis will be conducted after acceptance by DPR of a preliminary estimate of the person days required to complete the analysis request.

EHLB specialized laboratory services:

Gas and high performance liquid chromatographies; X-ray fluorimetry; X-ray diffraction; light and electron microscopy; emission spectroscopy, mass spectrometry; atomic absorption spectroscopy; aerosol studies and specialized instrument calibration.

C. NEW ANALYTICAL METHODS DEVELOPMENT

EHLB shall develop new sampling and laboratory analysis methods required by DPR for the enforcement of current or anticipated regulatory emission standards for airborne toxic substances.

Method development efforts will be preceded by a Method Development Request form (MDR) initiated by DPR and/or EHLB (see Attachment C). The methods development request will provide the basis for determining the scope and feasibility of the development effort. Methods development will be conducted after acceptance by DPR of a preliminary estimate of person days required to complete the method development request. Method development efforts are expected to include adaptation of existing methods to new application and utilization of new technologies to improve existing methods.

Currently anticipated MDRs include:

- ° Sampling, identification and quantification of airborne chloropicrin, telon and methyl isothiocyanate using SilcoCan canister collection and gas chromatography/mass spectroscopy analysis.
- ° Evaluation of water interference in the sampling and analysis of methyl bromide, chloropicrin telon and methyl isothiocyanate.

D. REPORTING ANALYTICAL RESULTS

EHLB shall report results to DPR for routine sample analysis listed under Section A within 45 days beginning the date samples are logged into the EHLB samples tracking system. Samples will be logged into the samples tracking system only after receipt of a signed chain of custody form and a completed EHLB/DPR Request for the Analysis of Samples form (see Attachment B), including the DPR project billing code. Results for samples analyzed by EHLB under Sections B and C above will be reported within a mutually acceptable time frame, commensurate with the complexity of the analysis to be conducted. When unforeseen circumstances prevent EHLB from meeting the preceding deadline requirements, the EHLB coordinator shall notify the DPR coordinator and negotiate a mutually acceptable schedule for the reporting of the final results.

After the results are reported by EHLB, DPR shall, within 30 days or within a mutually acceptable time period, once again assume custody of the analyzed samples for archive or disposal. EHLB shall not assume the responsibility for archive or disposal of samples or chemicals provided by DPR for the analysis of the samples.

E. TRAINING OF DPR STAFF

As required, EHLB shall train DPR staff to perform work outlined in the standard operation procedures (SOPs) utilized by EHLB to conduct DPR test methods. Written protocols will be developed to accompany the SOPs training. Training will also be provided and written protocols developed for new methods or modifications of current methods created under Section C.

F. ADMINISTRATION

1. **Coordinators**
The primary DPR coordinator is Randy Segawa, Supervisor, Environmental Hazards Assessment Program.
The primary EHLB coordinator is Stephen Wall, Ph.D., Chief, Outdoor Air Quality Section.
2. **Service Delivery Planning**
The EHLB coordinator will confer with the DPR coordinator or periodically to discuss the status of requested laboratory analyses, establish priorities, and coordinate future analytical support.
3. **Notification**
DPR coordinator will provide the EHLB coordinator with the following documents in a timely manner:
 - a. a six week projected test schedule for routine analysis (Page 1), which will be formulated and continuously updated to allow sufficient lead time for EHLB to prepare for the requested sample analysis;
 - b. preliminary request for analytical services (Attachment D) with a minimum of a two week lead time before the receipt of samples at EHLB, unless a shorter lead time is mutually acceptable; and
 - c. preliminary draft evaluation test protocols at least four weeks before the scheduled test date for review of specific EHLB responsibilities and time table feasibility.
4. **Reporting**
 - a. EHLB coordinator will provide the DPR coordinator a status report, including sample backlogs, on a monthly basis which includes at least the following information:
 - 1) requested analyses and date samples were submitted;
 - 2) date analyses required by DPR; and
 - 3) actual date the analyses are completed.
 - b. EHLB shall provide the DPR with a status report containing the following information for each calendar quarter:

Completion of the Summary of Activity table patterned after the example shown in Attachment E indicating the status of each DPR project and each service provided by this agreement, date which the samples are received by EHLB, date which the results are reported to the DPR, number of samples received, number of measurements for each sample, type of analytical equipment used in the analysis, person-years, cumulative person-years, and allocated person-years.

REQUEST FOR LABORATORY SERVICES

DPR request(s) for laboratory sample analysis must be made with an EHLB/DPR Request for the Analysis of Samples form (see Attachment B) containing the appropriate project code, which must be submitted to EHLB along with the samples. A completed form will be required before the samples are logged into the EHLB samples tracking system, and the sample turn-around clock is started for the purpose of Section D.

RELEASE OF ANALYTICAL RESULTS

All data or reports generated pursuant to this agreement shall not be released outside of DPR by EHLB without the written approval of the DPR coordinator, except for data or results exclusively supported by funds other than those provided by DPR.

BUDGET

In consideration of the service outlined under Sections A through F above and in accordance with the conditions contained therein, the DPR shall reimburse EHLB quarterly upon submittal of an invoice supported by the status report outlined in Section F, sub-paragraph 4, part b of this agreement. EHLB shall be reimbursed for personnel, fringe benefits, travel, operating equipment and other expenses only as itemized on the Budget (Exhibit B) of this agreement.

Full-time equivalents are funded for each of the personnel classifications listed, with the agreement of both parties that these or comparable levels of personnel will provide the number of person years' effort budgeted over the term of this agreement.

EHLB may make changes in any individual line item in the Budget (Exhibit B), provided that such change in the aggregate of all line item(s) does not exceed five percent (5%) of the total amount of this agreement. When such changes are made to line items regarding personnel or equipment, EHLB shall request and require prior approval from the DPR coordinator in writing.

The total amount payable by the DPR to EHLB under this agreement shall not exceed \$60,000. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code.

WITHHOLDING OF PAYMENT

The DPR may withhold the approval for any or all payment of invoices submitted by the DHS if 1) analytical results are not submitted within 45 days after receipt of samples or by a mutually agreed upon date (see Section D of this agreement), or 2) quarterly reports required by Section F of this agreement are incomplete. The DPR, in negotiation with EHLB, may reduce the amount of the invoice when, for circumstances under the control of EHLB, results are received after the 45 day period or after a mutually agreed upon completion date.

EXAMINATION AND AUDIT

The contracting parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the agreement in accordance with Government Code Section 8546.7. The examination and audit shall be confined to those matters connected with the performance of the agreement, including, but not limited to, the costs of administering the contract.

CANCELLATION AND AMENDMENT

This agreement may be amended upon the mutual consent of the DPR and EHLB and may be terminated upon thirty days written notice. In the event of early termination, a final payment shall be made to EHLB upon receipt of an invoice for services rendered up to the termination date.

DISPUTES

Any dispute concerning the terms of this agreement which are not resolved within a reasonable period of time by the Contractor and State employees responsible for the administration of this agreement, shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. At the request of either party, the State shall provide a forum for discussion of the disputed item(s). If agreement cannot be reached through the application of high management attention, either party may assert its other rights and remedies within this contract or within a court of competent jurisdiction. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the agreement.

**ATTACHMENT A
METHOD RESOLUTION REQUEST**

Method # _____

Version Date _____

Section No. _____

Problem:

Suggested Resolution:

EHLB Analyst _____ Date _____

Approval of Resolution

DPR Representative _____ Date _____

DPR Discussion:

ATTACHMENT B
ENVIRONMENTAL HEALTH LABORATORY
REQUEST FOR THE ANALYSIS OF SAMPLES

Page ____ of ____

Date Submitted | | | | |

Mo Day Yr

Agency Submitting Samples _____

Name of Submitter _____

Phone ()

Sample Information:

No. of Samples 1 1 1

Place of Collection _____

Fund Code

Address _____

Date Reported 1 1 1 1[illegible]**Comments:**

ATTACHMENT C
METHOD DEVELOPMENT REQUEST

Initiating Officer: _____ Agency: _____

Description of Method:

Existing Related Methods:

Sample Matrix Expected:

Target Reporting Level:

Known Method Interferences:

Approved Request: _____
DPR Representative Date

DPR Discussion:

ATTACHMENT D
DEPARTMENT OF PESTICIDE REGULATION

Preliminary Request for Analytical Laboratory Support

To:

From:

BACKGROUND INFORMATION

Project No.:

Project Name:

Source Location:

Source Type:

Scheduled Sampling Dates:

Purpose:

☐ Emission/Compliance Testing
☐ Special Study
☐ Method Development
☐ Other: _____

Project Engineer:

Telephone No.:

PRELIMINARY ANALYTICAL PLAN

Type of Sample	Estimated Number of samples	Analysis Requested	Estimated Quantity

COMMENTS:

PREPARED BY: _____

DATE: _____

ATTACHMENT E
Summary of Activity Table

SUMMARY ACTIVITIES FOR _____ QUARTER OF 1999/00 FISCAL YEAR

CATEGORY/ DPR PROJECT NAME (DPR PROJECT NO.)	ACTIVITY	SAMPLE RECEIVED DATE	DATE REPORTED	NUMBER OF SAMPLES	NUMBER OF MEASUR EMENTS	EQUIPMENT/ METHOD	PERSON- YEARS	CUMULATIVE PERSON- YEARS	ALLOCATED PERSON- YEARS
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BUDGET DETAIL AND PAYMENT PROVISIONS

1. **INVOICING AND PAYMENT:** Invoices shall clearly reference this Agreement and are to be mailed to:

Department of Pesticide Regulation
Attention Ms. Cindy Placencia
830 K Street
Sacramento, CA 95814

2. **BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget act for purposes of this program, the State shall have the option to either, cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

Payment under this agreement shall be monthly in arrears, upon submission and approval of an itemized invoice, identified with Agreement Number sent to the above address. Timely submission of invoices must be received by the Department no later than the twentieth of the following month.

3. **PAYMENT:** Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.

Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

Exhibit B: Proposed Budget for DPR IAA FY 1999-2000

Personnel Services(PS)	Person Years	Amount
Public Health Chemist III	0.5 yr	\$28,782.00
Total Salary and Wages		\$28,782.00
Salary Savings(5%)		-\$1,439.10
Staff Benefits(29.979%)		\$8,848.44
Total Personnel Services (PS)		\$36,191.34
Operating Expenses and Equipment (OE/E)		
General Expenses (\$3000/ PY)		\$1,500.00
Office Automation (\$3,300/PY)		\$1,650.00
Printing (\$800/PY)		\$400.00
Communications (\$1330/PY)		\$650.00
Training (\$200/PY)		\$100.00
Tech&Scientific Supplies		\$8,000.00
Facilities Operation (\$6,800/PY)		\$3,400.00
Total (OE/E)		\$15,700.00
Total Direct Costs		\$51,891.34
Distributed Data Processing (\$200/PY)		\$100.00
Distributed Program Overhead (4.5% of PS)		\$1,628.61
Distributed Legal Overhead (1.2% PS)		\$434.30
Distributed Administration (15.1% of PS)		\$6,043.96
TOTAL FUNDING		\$60,098.20

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (NEW 02/98)

AGREEMENT NUMBER

99-0177

AMENDMENT NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

DEPARTMENT OF PESTICIDE REGULATION

CONTRACTOR'S NAME

XONTECH, INCORPORATED (DAVE VENER) *[Signature]*

2. The term of this Agreement is: 10/1/99-1/31/00

3. The maximum amount of this Agreement is: 14656

Fourteen thousand six hundred fifty-six dollars.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A - Scope of Work

2

Pages(s)

Exhibit B - Budget Detail and Payment Provision

1

Pages(s)

* Exhibit C - General Terms and Conditions

GTC6/99

(Number)

6/99

(Dated)

Exhibit D - Special Terms and Conditions

N/A

Pages(s)

Exhibit E - Additional Provisions

N/A

Pages(s)

Approved by Secretary/CEO
Per memorandum dated
Oct. 28, 1994

*View at www.dgs.ca.gov/contracts

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CALIFORNIA
Department of General Services
Use Only

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

XONTECH, INCORPORATED (DAVE VENER) *[Signature]*

BY (Authorized Signature)

DATE SIGNED

10/25/99

PRINTED NAME AND TITLE OF PERSON SIGNING

DAVE VENER Wayne S. Crable

ADDRESS 4173 OAKWOOD ROAD 6862 Hayvenhurst Avenue

LOMPOC Van Nuys, CA 91406

93436 *[Signature]*

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF PESTICIDE REGULATION

BY (Authorized Signature)

DATE SIGNED

10-28-99

PRINTED NAME AND TITLE OF PERSON SIGNING

JEAN WALKER, CONTRACTS MANAGER

ADDRESS

830 K STREET, ROOM 1-3
SACRAMENTO, CA 95814-3510

GEN. SERV. DEPT. APPROVAL
NOT REQUIRED PER
SAM 1215

☐ Exempt per

SCOPE OF WORK

1. This Agreement is entered into by and between the Department of Pesticide Regulation, (DPR), Environmental Monitoring and Pest Management, 830 K Street, Sacramento, CA 95814-3510 and XonTech, Incorporated, 4173 Oakwood Road, Lompoc, CA 93436.
2. The project coordinators during the term of this agreement will be:

Department of Pesticide Regulation
Attention Ms. Pam Wofford
830 K Street
Sacramento, CA 95814-3510
(916) 324-4297
FAX (916) 324-4088

XonTech, Incorporated
Attention Mr. Dave Vener
4173 Oakwood Road
Lompoc, CA 93436
(805) 733-9304

Scope of Work

The Lompoc Interagency Work Group (LIWG) is evaluating possible causes of respiratory illnesses in Lompoc. Monitoring will be conducted and associated with the use of four soil fumigants to provide exposure data for comparison with reported respiratory illnesses. The success of the LIWG's efforts is dependent on accurate assessment of the community's exposure to these fumigants. This solicitation is for the operation of air monitoring instruments at four sites.

1.0 Sites: Four sites will be selected in the west and central portions of Lompoc. Data on four soil fumigants, including methyl bromide, chloropicrin, methyl isothiocyanate, and dichloropropene, will be collected at each site.

2.0 Instruments: Air sampling pumps and sampling media (adsorbents) will be situated at each site.

3.0 Responsibilities: The contractor using experienced air monitoring technicians will operate the air sampling pumps at each of the four sites. Staff of DPR or ARB will notify the technician upon learning of an upcoming application of one of the fumigants. Two 12-hour samples will be collected at each site for three days following an application of a fumigant. The study design calls for conducting monitoring following at most 11 applications (3 methyl bromide/chloropicrin (applied together), 3 dichloropropene, and 5 metam sodium, the material applied that leads to emissions of methyl isothiocyanate). The contractor will use a logbook to document the beginning and ending time and flow rates for each sample collected. Following collection, samples will be placed in an ice chest containing dry ice. At the end of each week or 3-day sampling event, the technician will ship samples (with a chain of custody form) to a laboratory for analysis, as directed by DPR.

4.0 Standards and Experience: The contractor must provide evidence of demonstrated ability to perform the tasks described in the work plan. Less than 90% valid samples being collected and prepared for shipment for analysis is unacceptable and may result in termination of the contract.

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **INVOICING AND PAYMENT:** For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

Invoices shall clearly reference this Agreement and are to be mailed to:

Department of Pesticide Regulation
Attention Ms. Cindy Placencia
830 K Street
Sacramento, CA 95814

2. **BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget act for purposes of this program, the State shall have the option to either, cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

Payment under this agreement shall be in arrears upon submission and approval of an itemized invoice, identified with Agreement Number sent to the above address.

3. **PROMPT PAYMENT:** Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

Budget

Sampling hours (132-198), volatile air contaminants	\$6,750-\$12,656*
Additional sampling, nonvolatile air contaminants	\$1,313-\$2,000**

* 57328⁶¹

**17350